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COLLECTIVE BARGAINING AGREEMENT

Between the

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

And the

WILLIAMSVILLE TEACHERS' ASSOCIATION

September 1, 2006 through August 31, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JAN 14 2010

ADMINISTRATION

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APPENDIX D – GRIEVANCE FORM D-1

COLLECTIVE NEGOTIATIONS
AGREEMENT

between the

SUPERINTENDENT OF THE
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT
and the

WILLIAMSVILLE TEACHERS ASSOCIATION

The Superintendent of the Williamsville Central School District and the Williamsville Teachers' Association hereby agree as follows:

ARTICLE 1 - CONCERNING THIS AGREEMENT

1.1 TERM AND NEGOTIATION OF SUCCESSOR AGREEMENT

- 1.1.1. The term of this Agreement begins at 12:01 a.m. on September 1, 2006 and ends at midnight on August 31, 2011.
- 1.1.2. If either party desires to negotiate a successor to this Agreement, it shall so notify the other party in writing not later than January 15th of the final school year of this Agreement. The parties shall simultaneously exchange proposals no later than January 25th of the final year of this agreement. The first negotiating meeting shall take place not later than February 1st of the final school year of this Agreement unless the parties mutually agree to a different date. All negotiation meetings shall be held at a mutually agreeable time and place. As used in this paragraph, "proposals" shall mean a written statement of specific changes (i.e., additions, deletions, and replacement) to this Agreement.

1.2. DEFINITIONS

- 1.2.1. As used in this Agreement, the words and phrases set forth within quotation marks in each succeeding paragraph of this section 1.2 each have the meaning set forth in such paragraph.
- 1.2.2. "District" means the Williamsville Central School District.
- 1.2.3. "Association" means the Williamsville Teachers' Association.
- 1.2.4. "Board" means the Board of Education.

- 1.2.5. "Superintendent" means the Superintendent of Schools of the District or any other person acting as the chief school officer of the District.
- 1.2.6. "Unit Member" means an employee of the District included in the unit represented by the Association. "Teacher", "Teacher Assistant (TA)", "Nurse", Nurse Practitioner (NP)", "Physical Therapist (PT)", "Occupational Therapist (OT)", and "Certified Occupational Therapist Assistant" (COTA) "Staff", or "personnel" each mean the employees of the District included in the unit represented by the Association. A word used in one gender also applies to the other gender.
- 1.2.7. "Teaching Assistants" – Shall be established as per the regulations of the Commissioner for the exclusive purpose of providing AIS in 5th and 6th grades. Should the need for AIS be insufficient to fill the TAs entire daily schedule, and in order to maintain full time employment, TAs may be assigned only to instruction to students removed by teachers from instruction per SAVE. Each assignment shall be discreet from the other, i.e. multiple assignments shall not be given at the same time.
- 1.2.8. "Nurse Practitioner (NP)" – The District shall hire one part-time, 12 month non-competitive, District wide Nurse Practitioner ("NP"), no more than 19 hours/week.
- The NP's duties shall be to conduct an average of 6 screenings/physicals (Including sports physicals)/hour, act as an intermediary for the school physician; assist in answering nurse questions; make and devise student health plans in cooperation with nurses; streamline nursing procedures including forms and the health manual, and conduct training.
- 1.2.9. "Party" means the District or the Association. "Parties" means the District and the Association.
- 1.2.10 "Agreement" means this Agreement and all amendments to this Agreement which are reduced to writing, signed by duly authorized representatives of the parties, and dated during the term of this Agreement; and all appendices attached to this Agreement.

1.3. LEGAL EFFECT

- 1.3.1. ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

- 1.3.2. If any portion of this Agreement is ruled invalid for any reason, the remainder shall remain in full force and effect.
- 1.3.3 It is understood that staff members shall serve under the direction of the Superintendent and in accordance with all District policies. This Agreement shall prevail over any conflicting District policies.
- 1.3.4 NO STRIKE CLAUSE. The Association, pursuant to the NEW YORK STATE PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT, reaffirms that said organization "does not assert the right to strike against any government, to assist or participate in any strike, or to impose an obligation to conduct, assist, or participate in such strike."
- 1.3.5 The provisions of this Agreement shall be applied to each unit member without regard to his race, creed, color, sex, political party affiliation, membership or non-membership in the Association, or activity or non-activity in the Association.

1.4. COPIES

- 1.4.1. Copies - The District shall distribute to each unit member a copy of this agreement within 60 days of it being signed by both parties. The cost of printing by a union printer will be shared by the Association and the District.

ARTICLE 2 - DISTRICT — ASSOCIATION RELATIONS

2.1. RECOGNITION

- 2.1.1. The District recognizes the Association as the exclusive representative for the following unit of employees: all certified personnel (excluding current or future administrative positions contained in the Williamsville Administrators' Association, Williamsville Coordinators' Association, or designated Managerial/Confidential), registered nurses, nurse practitioner, occupational therapists, physical therapists, and certified occupational therapist assistants.

2.2. OTHER MATTERS

- 2.2.1. The District shall deduct dues in accordance with the following procedures:
 - 2.2.1.1. The amount of annual dues to be deducted will be certified by the Association Assistant Superintendent for Human Resources in writing no later than November 1st of each school year.

- 2.2.1.2. Deductions will begin with the second paycheck in November. The total amount of annual dues for the Association and designated affiliates will be deducted in ten equal installments. Payroll will reserve a single entry for dues deduction.
- 2.2.1.3. An agency fee will be collected from all Association nonmembers. Deductions will continue for ten equal installments.
- 2.2.1.4. The Association and its affiliates will hold the District harmless against all claims, demands, suits and liabilities arising out of the operation of dues deductions and agency fee deductions.
- 2.2.2. One copy of the board agenda will be made available to the Association to be picked up by it at the District's central office on the same day the agenda is made available to Board members. One copy of board approved Board minutes will be sent to each building for posting. Electronic transmission through email to the WTA President shall be the equivalent of making a paper copy available.
- 2.2.3. The District will provide the Association with a copy of the Board of Education approved Certified Personnel Report within two days of the Board of Education approval of such reports. Electronic transmission through email to the WTA President shall be the equivalent of making a paper copy available.
 - 2.2.3.1. The Association will provide the Building Principals and the Assistant Superintendent for Human Resources, a copy of all material, at the same time that it distributes to the teachers in the buildings.
 - 2.2.3.2. When an updated policy handbook is distributed to the administration, a copy will be made available to the WTA. When revisions of policy are made and distributed, the WTA will receive one.
- 2.2.4. WTA President Release Time - The WTA President will be afforded the opportunity to use the time during the day other than contact time to work on WTA business. The WTA President will be released from the responsibility of two instructional periods and/or 40% of the workday to conduct Association business. The W.T.A. President will be required to teach three instructional periods and/or the equivalent of 60% of the regular work day. The District will pay the Association President full teacher salary and fringe benefits including but not limited to retirement,

social security and health insurance payments in accordance with the terms and conditions that exist for any regular teacher. Any President during the term of this Agreement will suffer no loss in salary or benefits as the result of this arrangement upon returning to a full-time teaching assignment.

- 2.2.5. W.T.A. Grievance Chairperson Release Time - The grievance chairperson will be afforded the opportunity to leave the building on unassigned time to work on the investigation of grievances.
- 2.2.6. Benefit Trust Release Time – The trustees shall be afforded the opportunity to use a cumulative total of 10 school days per year to attend trainings and or conferences.
- 2.2.7. The District will provide payroll deduction for VOTE/COPE and NYSUT Benefits Trust.
- 2.2.8. The District will grant leaves to persons authorized by the Association for out of district conferences, meetings and workshops without loss of pay. The total number of such leave days shall not exceed 35 and the cost to the District shall not exceed the cost of 35 substitutes. Unit members taking an association leave must notify their building principal in writing three days in advance.

ARTICLE 3 – GRIEVANCES

3.1. GENERAL MATTERS

- 3.1.1. A "grievance" is a claim that a provision of this Agreement has been violated. A "grievant" is a unit member or the Association which has submitted a grievance. As used in the grievance procedure, "working day" means a day when unit members are required to be in school. During the summer recess, "working day" means any day except Saturday, Sunday, or Independence Day. "Step 1 Administrator" means the building principal to which a unit member is assigned, or the Assistant Superintendent in the case of a unit member on the student services staff, or other administrative staff when appropriate.
- 3.1.2. If a grievance alleges a violation of this agreement which sets forth a right or privilege owing to the Association or the number of unit members aggrieved constitutes at least a majority of the members in the unit, it may be submitted by the Association directly at Step 2. If the grievance affects the majority of unit members in a building, it may be submitted by the Association directly at Step 1.

- 3.1.3. A written Grievance must be submitted on the form shown in Appendix D of this Agreement.
- 3.1.4. Grievance Representation - A grievant may be represented: (i) at Steps 1 or 2 by a person employed by the District who is a representative of the Association; (ii) at any higher step by a person who is a representative of the Association.
- 3.1.5. The grievant, the District, and the Association each will make available to the others at any step of the grievance procedure any document in its possession that is relevant to the subject matter of the grievance upon reasonable request for such document.
- 3.1.6 A grievant shall have the right to present a grievance in accordance with the provisions of this Article 3 free from coercion, interference, restraint, discrimination or reprisal by the District, the Association, any organization with which the Association is affiliated and any unit member. A grievance (except a grievance submitted by the Association pursuant to paragraph 3.12 of this Agreement) may not be submitted or appealed without the written consent of each aggrieved person; provided, however, that if a grievance has been signed by more than one person and not all of the grievants consent to appeal it, then it may be appealed only by those who give their written consent and as to the others, it shall be deemed to have been satisfied by the last answer given.
- 3.1.7. The proceedings at each step of the grievance procedure shall be kept confidential by all those participating therein, but this shall not preclude: (i) review of such proceedings at a higher step, or (ii) District action to effectuate the final disposition of a grievance. The proceeding at each step below Step 3 shall be kept as informal as practicable.
- 3.1.8. By submitting a grievance to arbitration, a grievant unit member waives on his own behalf, and a grievant which is the Association waives on its own behalf and on behalf of all unit members affected by the grievance, every right, if any, which the grievant has or may have to pursue any other remedy before any hearing officer, tribunal, administrative agency or court with respect to the subject matter of the grievance.

3.2. TIME LIMITS

- 3.2.1. The time limits set forth in the grievance procedure are essential thereto. A time limit may be extended only by the mutual consent of an authorized representative of the District and of the grievant or his representative given in writing and dated and signed by them. Consent to an extension shall not be withheld unreasonably.

- 3.2.2. A grievance is barred if it is not submitted within the specified time limit at the lowest step at which this Agreement permits the grievance to be submitted. If a grievance is not answered within the specified time limit, it may be appealed to the next higher step as though it had been answered on the last allowable day. If a grievance is not appealed within the specified time limit, it shall be deemed to have been satisfied by the last answer given.
- 3.2.3. Before submitting a grievance at Step 1, the unit member must attempt to discuss his problem with the Step 1 Administrator in an effort to resolve it informally.

3.3. GRIEVANCE PROCEDURE

- 3.3.1. STEP 1: Not later than the fifteenth working day after (i) the date of the occurrence out of which the grievance arises, or (ii) after the date when the person knew or should have known of the occurrence out of which the grievance arises, whichever occurs first, a grievant shall submit his grievance to the Step 1 Administrator. A meeting between the grievant and the Step 1 Administrator will be held to discuss the grievance. The grievant may be accompanied by his Building Representative if the grievant so requests. Not later than the fifteenth working day after the day on which the grievance was submitted, the Step 1 Administrator shall give a written answer to the grievant and a copy to his Building Representative.
- 3.3.2. STEP 2: If the grievant is not satisfied with the answer at step 1, he shall file an appeal in writing with the Superintendent not later than the fifth working day after the day on which Step 1 answer is given. If the grievance is one which the Association is permitted by paragraph 3.1.2 of this Agreement to submit directly at Step 2, it must be submitted not later than the tenth working day after the day of the occurrence out of which the grievance arises. A meeting between the grievant (and his representative, if any) and the Superintendent or the designee shall be held to discuss the grievance if either requests it. Not later than the fifteenth working day after the day on which the Superintendent received the appeal or the grievance was submitted (as the case may be), the Superintendent or the designee shall give a written answer to the grievant and a copy to his representative, if any.
- 3.3.3. If the grievant and the Association are not satisfied with the answer at Step 2, then the Association may submit the grievance to binding arbitration (Step 3) not later than the fifteenth working day after the day

on which the Step 2 answer was given. The submission must be made in the manner provided in paragraph 3.4.1 of this Agreement.

- 3.3.4. Interference - Neither party shall interfere with, restrain or coerce any unit member on account of his or her pursuing the grievance procedure or filling or refusing to file a grievance.

3.4. STEP 3 ARBITRATION

- 3.4.1 To submit a grievance to arbitration, the Association shall send a letter to the American Arbitration Association (AAA) and a copy of the letter to the office of the Assistant Superintendent for Human Resources. The letter must specifically identify the grievance being submitted and shall request the AAA to send the Association and to the Assistant Superintendent for Human Resources a list of fifteen names of arbitrators. Within ten working days of the day on which it receives its copy of the list, each party will return its copy to the AAA with all names which are unacceptable to it crossed off and the remaining names numbered in order of the party's preference. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, the AAA shall send to each party a second list of fifteen names and the foregoing procedure will be followed with respect to that list. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, the AAA will name the arbitrator.
- 3.4.2 The arbitrator's decision with the exception of 7.1.4 shall be the final and binding on the parties and the unit member. The arbitrator shall have no power or authority to add to, subtract from, or modify this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- 3.4.3 The District and the Association shall share equally the arbitrator's fees and expenses and the fees of the AAA. If either party desires a verbatim transcript of the arbitration proceedings, it may cause such a transcript to be made provided that it furnishes one copy each thereof to the arbitrator and to the other party. If the arbitration hearing takes place on a working day, the aggrieved person and any other unit member required by the Association as a witness shall be released from duty without pay provided that, with respect to a witness, the Association has given the District at least five working days' notice in writing that the unit member witness will be required to attend.

ARTICLE 4 – COMPENSATION

4.1. SALARY SCHEDULES

4.1.1. The District and the Association agree to the Teacher' Salary Schedule set forth in Appendix C.

4.1.2. The District and the Association agree to the salary schedules for TA's, NP's, RN's, PT's, OT's and COTA's set forth. Teachers hired after August 1, 2006 who do not possess a master's degree by the effective date of employment shall receive ninety-five (95%) of the master's salary appropriate to the step at the time of hire, except as follows:

4.1.2.1 Teachers employed as of August 31, 2006 at step ten or less will receive the percentage increase for the appropriate master's step plus new approved graduate hours at the rate of \$330.00 per six (6) hour block until they are conferred an MA. On September 1 following the date of conferral of the MA, they will be placed on the appropriate MA step with no hours. Additionally, during the term of this contract, if movement to the MA schedule results in a net dollar loss (including the stipend(s) approved for the 2004-05 and/or 2005-06 school year), the teacher shall receive a one time stipend to hold them harmless for the transition school year. The salary schedule for these members can be found in Appendix C-2 BA Transition Schedule.

4.1.2.2 Due to the elimination of the BA schedule, unit members on the BA steps 13, 14 or 15 in 2005-2006 will follow the salary schedule below.

STEP	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
13	\$53,607	57,000	60,500	63,700	68,000	70,000
14	\$57,035	60,000	62,500	65,000	68,000	70,000
15	\$55,635	60,000	62,500	65,000	68,000	70,000

4.1.3. Should this Agreement expire without a successor agreement having been agreed to, the increments contained in the salary schedules shall be granted.

4.1.4 The Parties hereby agree that for an employee to be eligible for increment movement, both during the Agreement, and should it expire without a successor, an employee must not be on the top step, and must have rendered at least one-half (1/2) work year of paid service the prior school year.

4.2. ADDITIONAL EDUCATION CREDIT FOR UNIT MEMBERS

- 4.2.1. Prior approval shall be required for all additional post-master's graduate hours salary credit. Approval will be granted for graduate courses within the teacher's Part-30 tenure area taken at an accredited institution of higher learning. Physical attendance is required. (On-line courses are not permitted).

Salary credit will be granted for every six (6) hours of approved graduate course work to a maximum of MA+30 hours. Payment for hours beyond the Masters degree shall be as follows:

Graduate hours earned prior to August 31, 2006:	\$395.00 per six (6) hour block
Graduate hours earned after August 31, 2006:	\$410.00 per six (6) hour block

Unit Members with an earned doctorate in their Part 30-tenure area from an accredited institution of higher learning shall receive an additional stipend of

06-07	\$1082
07-08	\$1104
08-09	\$1126
09-10	\$1149
10-11	\$1172

(Note: Unit Members who as of August 31, 2000 are being paid beyond MA+30 or for an earned doctorate shall be "grandfathered".)

- 4.2.2. District approved or mandated inservice courses, as well as undergraduate courses in the teacher's Part 30-tenure area, that take place beyond the workday, shall be paid as follows:

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-2011</u>
Per Hour of Attendance	\$27.00	\$27.50	\$28.00	\$29.00	\$29.50
Annual Total	\$1944	\$1980	\$2016	\$2088	\$2124

The number of hours for an undergraduate course shall not exceed 13 hours per credit hour. Any inservice course taken to meet the twenty-one hour annual minimum for professional development as specified in Article 7 shall be excluded from this provision. For purposes of this paragraph the workday shall be 7 and ¼ hours.

4.2.3. Science Forum.

- 4.2.3.1. The science forum shall be considered pre-approved for in-service credit for 7-12 grade science teachers;
- 4.2.3.2. Any elementary teacher (k-6 grade) who has attended Science Forum in any year since 1998-99 shall consider Science Forum pre-approved for in-service credit;
- 4.2.3.3. UB Mini-Med School shall be considered pre-approved for in-service credit for science teachers and nurses;
- 4.2.3.4. The UB Mini-Vet School shall not be considered a pre-approved in-service activity.
- 4.2.3.5. For any WTA member, Science Forum, UB Mini-Med School, and/or UB Mini-Vet School will be considered for professional development credit or in-service credit using the established criteria.

4.2.4. Salary credit for courses taken under 4.2.1 and credit for courses taken under 4.2.2. shall be updated on October 15th following the school year during which the courses were taken. Payment shall be retroactive to September 1st.

4.2.5. National Board Certification. The District will pay 50% of the application fee and the balance of fees upon completion. Upon attaining National Board Certification, a unit member shall receive a stipend of \$1,000 per year for 10 years. In addition, the District will pay for the cost of re-certification and the subsequent same stipend.

4.3. EXPERIENCE CREDIT FOR UNIT MEMBERS

- 4.3.1 The Superintendent may withhold a salary increment only if the person has received two consecutive unsatisfactory appraisals in the two years prior to the date on which such increment should be effective.
- 4.3.2 If a regular substitute or other unit member with a temporary appointment is given a probationary appointment, his prior years of service as a regular substitute or employee with a temporary appointment will be taken into account in placement on the salary schedule.

4.4. INITIAL EMPLOYMENT

- 4.4.1. A probationary unit member who begins initial employment with the District shall during the first year of employment with the District be paid at an annual salary rate agreed upon by the unit member and the District, thereby establishing placement on the salary schedule. This may include salary credit for prior teaching service, related work experience, military service, or medical experience for Civil Service members.

- 4.4.2. Regular substitutes and other unit members with temporary appointments: Regular substitutes and other unit members with temporary appointments will be placed on a step of the appropriate salary schedule negotiated between the unit member and the District. Full time unit members serving at least five (5) months shall, upon reemployment in the same capacity the following year, move to the next step of the salary schedule. Upon reemployment in the same capacity the following year, part-time unit members will be placed on a step of the appropriate salary schedule negotiated between the unit member and the District.
- 4.4.3. Psychologists, Social Workers and School Counselors will be paid at the masters plus thirty (30) graduate credits level at the time of hire. Members practicing in any of these three (3) certification areas as of August 31, 2006 who were hired at less than MA +30 will be given credit for thirty (30) hours beyond the masters.

4.5. ADDITIONAL DUTIES

4.5.1 – Team Leader

<u>Step</u>	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
1	\$2285	\$2331	\$2377	\$2425	\$2473
2	\$2825	\$2882	\$2939	\$2998	\$3058
3	\$3374	\$3441	\$3510	\$3581	\$3652

4.5.2 The stipend for coaches is set forth in Appendix B.

4.5.3 Elementary and Secondary Extracurricular Activities

- 4.5.3.1. Extracurricular activities are those generally not included in the regular school curriculum which enrich the students' experience. These activities take place on a regular basis either at some time beyond the work day or are of the nature that requires a unit member to give up released or unassigned time during the day.
- 4.5.3.2. Extracurricular activities are not to be confused with duties that occur occasionally throughout the year and are necessary adjuncts to the unit member's position. Neither are they to be classified as extracurricular even if they do occur outside of the regular work day, provided some other adjustment has been made in the unit member's load, assignment or starting time, that clearly compensates for additional assignment.

- 4.5.3.3. Extra curricular activities will be staffed on an annual basis upon the recommendation of the principal. If the principal is satisfied with the advisor's performance and the advisor wishes to continue in the assignment, the activity will not be posted as a vacancy. If an advisor is not to be re-appointed, the principal will give the unit member a reason prior to posting the vacancy.
- 4.5.3.4. Each year all extracurricular vacancies in a building will be posted in that building. The District will select the applicant who best meets the requirements of the position. Preference will be given to Williamsville unit members if their qualifications are relatively equal.
- 4.5.3.5. The parties agree to establish, prior to September 1st, fair and equitable stipends for new activities that were functioning during the previous school year.
- 4.5.3.6. A unit member may propose a new activity to the principal. If approved, the unit member shall serve as the advisor for one school year with compensation determined by the extra-curricular schedule for middle school and high school advisors or for elementary advisors in accordance with the subsequent section.
- 4.5.3.7. The elementary building principal, after consultation with the activity advisor, shall determine the minimum number of hours and the total compensation for the activity. If the number of and time requirements exceed the budgeted allocation for building extracurricular activities, a committee made up of one person selected by the Association and the Building Principal or his designee will determine the extracurricular schedule for the year. The rate per hour will be:

<u>06-07</u>	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
\$25.00	\$25.50	\$26.00	\$26.50	\$27.00

- 4.5.3.8. Compensation for clubs and activities that are school specific, operating in only a single school will be as shown in Appendix A.

4.5.4 Optional Curriculum and Staff Development Compensation

- 4.5.4.1. Compensation for curriculum work shall be at the specified hourly rate up to a maximum of seven (7) hours per day.

<u>06-07</u>	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
\$25.00	\$25.50	\$26.00	\$26.50	\$27.00

- 4.5.4.2. Trainer compensation rate: Teachers, TA's, NP's, PT's, OT's and RN's who agree to serve as inservice/staff development trainers for in-district programs outside the regular workday or work year shall be compensated at the following rate per hour of instruction:

<u>06-07</u>	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
\$44.00	\$45.00	\$46.00	\$47.00	\$47.50

COTA's shall be compensated at one and one-half their hourly rates.

- 4.5.4.3. Teacher trainer daily compensation rate during the school year shall be:

<u>2006-2007</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
\$159.00	\$162.00	\$166.00	\$169.00	\$172.00

COTA's providing training during the work year shall receive their regular pay plus an additional three hours of pay for each day of inservice provided for preparation.

4.5.5 Central Treasurer Stipend

Level	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
High School	\$3392	\$3459	\$3529	\$3599	\$3671
Middle School	\$1584	\$1616	\$1648	\$1681	\$1715

4.5.6 Other Compensation

4.5.6.1. Intramurals

<u>06-07</u>	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
\$25.00	\$25.50	\$26.00	\$26.50	\$27.00

- 4.5.7 Teachers with the appropriate certification within the building shall be offered the opportunity to provide AIS before/after the workday before such work is offered to TAs at the same hourly rate. Academic intervention before or after the workday as determined by the principal and agreed to by the teacher:

	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
Per Hour	\$27.00	\$27.50	\$28.00	\$29.00	\$29.50

For purposes of this table the workday shall be 7 and ¼ hours.

4.6. PAYCHECKS

4.6.1. Normally paychecks shall be issued to unit members every two weeks on Friday. However, when a payday falls on a school holiday or vacation period:

4.6.1.1. If the payday is not more than two days after the last working day, unit members shall be given their paychecks on the last working day.

4.6.1.2. If the payday is more than two days after the last working day, unit members shall be given their paychecks at the building office on or after the payday or, if a unit member so requests, his paycheck will be mailed in a self-addressed stamped envelope on the payday.

4.7. HEALTH BENEFITS

4.7.1 Where both husband and wife are employees of the District, only one may enroll in a health benefit plan providing dependent coverage if it is allowed by the carrier.

4.7.2. The District will pay \$500 annually to each employee eligible for family coverage who does not enroll in any health or dental benefits program.

4.7.3. The Benefit Trust, a trust established under the laws of the State of New York pursuant to a written trust agreement (The "Trust Agreement" hereafter) dated June 22, 2001 and with trustees appointed solely by the Association operated entirely by the Association shall be responsible for providing health and dental insurance for certified full-time and part-time employees (at least .51) who are bound by the Association, Inc. bargaining agreement and its retirees with an effective date of September 1, 2001 or after.

4.7.3.1. Other than the payment of the contributions specified below, the District shall have no responsibility for furnishing health, dental, or other insurance to members of or retirees from the bargaining unit.

- 4.7.3.2. The Trust Agreement and any modifications of addendum thereto, will be submitted to the District solely for the purpose of ascertaining that the purposes and operation of the Benefit Fund comply with the requirements of the Collective Bargaining Agreement.
- 4.7.3.3. The Benefit Trust trustees shall furnish two (2) copies of their annual report of financial operations to the District solely for the purpose of satisfying the District's need to know that the public monies contributed to the Fund have been expended solely for the purposes consistent with this Collective Bargaining Agreement. (For the same purpose, the Fund trustees shall make the books of the Fund available for inspection by the Superintendent, or his designee, at a reasonable time and place agreed upon by both parties).
- 4.7.3.4. The WTA Benefits Trust shall move all participating members to a single carrier effective December 1, 2006. Effective September 1, 2006, the District per unit contribution for eligible members shall be \$689.66 per month. Effective January 1, 2007, the District shall continue payment of \$689.66 or the base of \$689.66 plus 95% of the weighted average increase whichever is greater. On January 1, 2008 through January 1, 2011, the District shall continue payment of the previous year's base plus 95% of the weighted average increase effective January 1 of that year. Effective January 1, 2008, the base rate contributed by the District will be the lower of either the community or experience rate. In the event that the Trust moves to experience rating and is not allowed to move back to community rating, the District will continue to contribute at the experience rate.
- 4.7.3.5. Should the parties fail to reach agreement on a successor Collective Bargaining Agreement prior to the expiration of this Collective Bargaining Agreement, the District's contributions to the Benefit Trust shall continue at the contribution rate per unit member in effect of the last day of the Collective Bargaining Agreement until such time as a successor Collective Bargaining Agreement is reached.
- 4.7.3.6. "Funded retirees" (i.e., those retirees who by this Collective Bargaining Agreement received monies from the District to purchase health insurance after retirement) shall have an amount equal to the cost of their coverage deducted from their accounts and transmitted to the Benefit Trust on a monthly

basis. The District shall have no obligation to furnish health or dental insurance to teacher retirees with an effective retirement date of September 1, 2001 or after.

4.7.3.7. The District shall continue contributions to the Trust for up to two (2) months for eligible members whose employment with the District concludes under the following conditions: a) retirement within the New York State Teachers' Retirement System and/or within the New York State Employee Retirement System and b) severance at the end of a temporary appointment excluding severance related to performance concerns and/or discipline.

4.7.3.8. District Contributions and Billing

- District contributions to the Benefit Trust will be made on the last day of the previous month. Additional payments for additional members shall be paid monthly.
- Billing information, including total number of covered members, covered retirees (by name and amount), and any changes (by name and amount), shall be furnished to the District by the 15th of the month prior to when payment is due. Any member (including new employees) who is employed by the District on the 15th day of the month shall be included for billing purposes. Conversely, any member who resigns, retires, or takes an unpaid leave of absence on or before the 15th day of the month shall not be included in the billing. When necessary the credits and adjustments shall be made in the month following the addition or deletion of covered members.

4.7.3.9. It shall be the responsibility of the District to:

- Provide the Benefit Trust, in a timely manner, the names, addresses and phone numbers of all new employees who qualify for benefits.
- Notify the Benefit Trust of any C.O.B.R.A. qualifying events, of which it has knowledge, which may impact on insurance coverage.
- Distribute enrollment forms to new employees as well as those returning from unpaid leave.

- Forward payroll information in alpha (not numeric) order, if possible.
- Make a separate payment, to the Benefit Trust, for “funded” retirees.
- Notify the Benefit Trust, in a timely manner, when employees are entitled to insurance (as outlined above), begin unpaid leave, retire or are excessed.

4.7.3.10. The obligation of the District to the Benefit Trust shall be limited to making contributions to the trust in the amounts agreed to by the parties in this Agreement. The District disclaims any responsibility to provide any of the benefits provided by the Trust to its members.

4.7.3.11. The Trust shall hold the District save-harmless from any taxes or penalties imposed on the Trust by any governmental agency.

4.8. HEALTH BENEFITS UPON RETIREMENT

4.8.1 Teachers having completed fifteen (15) years of service in the district and retiring within the New York State Teachers Retirement System will be eligible for the retirement benefit provided a written notification is submitted four months prior to retirement. Teachers shall be compensated at \$90.00 per day for leave days earned prior to September 1, 2006. Effective September 1, 2006, days may accumulate up to 205 days. Days earned after August 31, 2006 shall be compensated at the rate of \$100.00 per day. New days earned replace old days for unit members upon reaching maximum accumulative leave of 205 days.

4.8.2 Beginning September 1, 1998 additional health benefits into retirement will be based upon \$500 per year for each year of service prior to 1985-86; \$500 for each year of service from 1985-86 through 1995-1996 in which seven or less accumulative leave days were used, and \$500 for each year of service beginning 1996-97 in which five days or less accumulative leave days were used. (In all cases, this will exclude sick leave used for child bearing purposes.)

4.8.3 Should a teacher with at least fifteen years of District service and a minimum of 150 accumulated days require the utilization of accumulative leave days for a catastrophic illness, within the last two years of service to the District, the health benefit will be at full per day value (\$90 and/or \$100 per day) for each unused accumulative leave day and fifty percent of

full value (\$45 per day and/or \$50 per day) for each day used during the catastrophic illness.

- 4.8.4 The teacher will have the sum reserved for continuing payments of health benefits until depleted. In the case of death of the retiree before the full benefit is utilized, the remainder may be used by the spouse/insurable member of the immediate household for continued paid health benefits.

ARTICLE 5 – LEAVES OF ABSENCE

5.1. SHORT TERM LEAVES

- 5.1.1 A unit member who has been summoned for jury duty shall be allowed to be absent to perform such duty without loss of pay provided he: (1) notified the office of the Assistant Superintendent for Human Resources and the Building Principal not later than the first school day after the unit member received his summons, (ii) If the District so requests, cooperates in seeking relief from or postponement of such duty, and (iii) he surrenders to the District all monies paid by the court for such duty other than monies paid for reimbursement of expenses.
- 5.1.2 Accumulative Leave - Leave with pay shall be provided for the purposes stated herein. Unit members having a regular appointment will accrue leave days at a rate of twenty (20) days per year to a maximum of two hundred ten (210) days. Summer school unit members may not accrue unused sick leave but shall be allowed two days of sick leave per summer.
- 5.1.2.1. Personal Illness - Leave with pay for personal illness.
- 5.1.2.2. Family - Leave with pay for sickness in the immediate family and/or members of immediate household, religious holidays, court appearance (other than jury duty), or emergency (unforeseen causes such as impassable roads, flooding, zero visibility, fire or commercial travel delayed beyond control) will be a total of six days per year. If more than six days are needed for family illness, they must be approved by the Assistant Superintendent for Human Resources.
- 5.1.2.3. Personal Business - Leave with pay for personal business for two (2) days will be granted automatically unless the number of requests for a given day exceeds 10 percent of the building's professional staffing allocations, at which point District seniority will determine the leaves granted up to a maximum of ten (10) percent. Requests for personal leave must be submitted in duplicate three days in advance to the principal unless waived in

writing by the principal. Any unit member with pressing personal business whose request may be denied because of the ten (10) percent limitation, should discuss the request with the building principal. The principal, at his discretion, may grant the request. Effective September 1, 2007, personal business days cannot be used for the sole purpose of extending a break or holiday period.

5.1.3. Bereavement - Up to five (5) days of paid leave, may be utilized per occurrence of death in the employee's immediate family, up to three (3) days of paid leave per occurrence of death of immediate family of household member and up to two (2) days of paid leave per occurrence of death for a person in a close familial relationship. Use of bereavement days will not be deducted from accumulated leave.

5.1.3.1. Immediate family for bereavement under this provision would be defined as:

- a. Spouse
- b. Children
- c. Parents
- d. Brother/Sister
- e. Member of the immediate household
- f. Step-child
- g. Step-parent
- h. Step-sibling
- i. Parent-in-law

5.1.3.2. Three days may be used under this provision of the agreement to cover bereavement for:

- a. Grandparents
- b. Grandchildren
- c. Brother/Sisters-in-law

5.1.4 NP shall be entitled to a pro-rata share (based upon assigned hours) of the benefits under this article.

5.2. LONG TERM LEAVES

5.2.1 Extended Sick Leave - Special sick leave with half-pay for family illness may be granted by the Superintendent up to the maximum of six months to an employee who has (1) been continuously employed by the District for three years, (2) exhausted his/her accumulated sick leave, (3) made application in writing to the Assistant Superintendent for Human

Resources for use of days, and (4) has an attendance pattern that supports the concept of sick leave as a benefit used only as necessary.

5.2.1.1 The guideline for the number of days that may be granted at any one time will be based on one-half of the employee's number of accumulated sick leave days consecutively used to depletion. This guideline is not restrictive and may be increased or decreased as factors of length of service and the nature of illness, or recurring illness are considered.

5.2.2 Extended Leave Without Pay – Professional and Special Purpose Leaves

5.2.2.1 Unit members on extended leaves without pay, as specified in 5.2.2.3 and 5.2.2.4, shall not be paid any benefits, nor shall they accrue any additional benefits. Upon return they shall be credited with the accumulated but unused benefits they had accrued up to the last day of work prior to the commencement of the leave. Time spent on extended leave shall not be counted as service to the District for purposes of seniority or advancement on any salary schedule.

5.2.2.2. A tenured teacher or other unit member who has completed not less than three consecutive years of full time service with the District is eligible for a Professional or Special Purpose leave of absence without pay. Such leave is for no more or no less than one full school year. An extension for an additional full school year is at the sole discretion of the District. A request for such a leave shall normally be submitted to the Assistant Superintendent for Human Resources by May 1st of the school year prior to the school year when the requested leave is to begin. However, the District shall not unreasonably deny a request made after May 1st.

5.2.2.3. A Professional Leave shall be granted to a unit member who: a) requires such a leave to comply with a residency requirement for a degree; b) who has been elected to a public office other than membership on the Board, c) who has been elected to an office in New York State United Teachers or the American Federation of Teachers, or d) who has been elected President of the Association. No more than three (3) unit members may be on Professional Leave at any one time.

5.2.2.4. A Special Purpose Leave shall be granted to a unit member for personal reasons. This leave shall not be granted for the

primary purpose of accepting employment with another employer.

- 5.2.2.5. Upon written notification from the District, received by the member 90 days prior to the expiration of the leave, the member must notify the District in writing no later than 30 days after receipt of the communication and/or 60 days prior to the expiration of the leave, whichever is later.

5.2.3. Child Care Leave – A unit member shall be entitled to a child care leave without pay for an infant (up to two years of age) or an adopted child (pre-school age). Two consecutive child care leaves cannot exceed 40 consecutive school months without being followed by a full ten month school year of active service (September through June or February through January).

- 5.2.3.1. The leave may commence at any time from the knowledge of the pregnancy for a time not to exceed two years unless the required return in September is less than two years. In that case, leave will be extended to the following September. In case of adoption, the leave will commence with the placement of the child in the home.

- 5.2.3.2. The unit member will submit a letter requesting an unpaid child care leave as soon as possible but not later than thirty school days prior to the date the unit member desires the leave to begin. In cases of adoption, when the employee is notified of the effective date less than thirty school days, the written request for an unpaid leave will be submitted as soon as possible.

- 5.2.3.3. If the unit member desires to return at a time earlier than originally specified in the notice of leave, the employee may do so not later than May 1, by written notice to the Assistant Superintendent for Human Resources and provided that the return is at the beginning of the school year.

- 5.2.3.4. If the unit member so desires and it is agreeable to the District, the unit member may return at any time prior to the expiration of the leave.

- 5.2.3.5. If a unit member desires to return earlier than the specified time, the unit member will inform the District and will be returned from leave to the first available vacancy or opening

created by an incumbent unit member's leave of absence within the tenure area.

5.2.3.6. Upon written notification from the District, received by the member 90 days prior to the expiration of the leave, the member must notify the District in writing no later than 30 days after receipt of the communication and/or 60 days prior to the expiration of the leave, whichever is later.

5.2.4. The District agrees to return a unit member on unpaid leave as per 5.2.2. or 5.2.3 to the building from which the unit member left if the duration of leave is not more than a year. If the unit member's position in that building has been abolished, the provisions of Article 6 of this Agreement shall apply.

5.2.5 Educational Leave Fund (ELF)

5.2.5.1 Purpose: The purpose of the ELF is to provide an opportunity for professional self-improvement and to enhance the educational program for students in accordance with District goals and objectives.

5.2.5.2. A tenured teacher with a Masters degree and three years of service to the District or other unit member with three (3) years of full time service to the District may apply for an Educational Leave Fund Grant.

5.2.5.3. Applications must be made in writing and presented to the building principal or immediate supervisor. Such application must give detailed information regarding the activity and relationship it will have to upgrading the skills of the staff member's current or future instructional capacity as it enhances District, building and/or team goals and objectives.

5.2.5.4. Applications will be submitted to a committee composed of two members selected by the Association and two members selected by the Superintendent. The ELF committee will notify the applicant of its decision thirty (30) days after the receipt of the application.

5.2.5.5. Length: An educational improvement program during the summer recess may be approved for up to six weeks (30 work days). During the school year an educational improvement leave may be approved for up to ten working days.

- 5.2.5.6. Compensation: During the regular work year the Educational Leave Fund will pay for the substitute teacher and approved expenses. During the summer, the Educational Leave Fund will pay the unit member at per diem rate of \$140 or his regular per diem rate, whichever is less. Approved expenses for registration, lodging, meals and transportation will be determined on an individual basis. Unit members shall be limited to a total of \$5000 (pay and approved expenses) during a five-year period.
- 5.2.5.7. Funding: An amount of \$36,000 per year will be appropriated to cover funding costs of persons on educational improvement programs during the terms of this Agreement. Unused funds of not more than \$5,000 will be rolled over into the succeeding year.
- 5.2.5.8. Educational leaves may be used in conjunction with teacher center offerings.

5.3. SICK BANK

- 5.3.1. A sick bank, accessible to all unit members, with the exception of Regular Substitutes, is available for personal illness or injury. The sick bank would be run exclusively by the Williamsville Teacher's Association Sick Bank Committee ("WTASBC").
 - 5.3.1.1. Membership in the sick bank is mandatory for all eligible unit members.
 - 5.3.1.2. Each unit member's initial contribution to the sick bank shall be two (2) days. Any employee hired after the initial assessment shall be required to contribute two (2) days from their initial sick leave credits. Thereafter, any additional assessments shall be determined by the WTASBC. In no case may a member be allowed to contribute more days than any other member.
 - 5.3.1.3. All applications for sick bank days shall be filed with the WTASBC, who shall promulgate regulations and guidelines for access and use.
 - 5.3.1.4. Members applying for sick bank days will, as part of their application, execute a valid release of medical information document allowing the District physician to receive relevant information from the requesting member's health care practitioner.

- 5.3.1.5. Family illness cannot be compensated by sick bank days. Unit members in need of sick leave for family illness shall be eligible for extended sick leave pursuant to Article 5.2.1.
- 5.3.1.6. Any sick leave days contributed to the sick bank shall not be counted as "days used" for purposes of Article 4.8.2.
- 5.3.1.7. Any sick bank days contributed by a unit member in the year of retirement shall be returned to him/her by the sick bank prior to retirement if they fall below 205 accumulated sick leave days.
- 5.3.1.8. Anyone being paid from the sick bank shall receive his or her regular daily rate of pay, exclusive of stipends for coaching, extra-curricular advising, team leader, GED, and any other stipends outside of the Bachelor's, Master's, Nurses, PT/OT and COTA salary schedules less the daily equivalent of any Workers' Compensation payments received.
- 5.3.1.9. The District shall be held harmless against any action brought by a member in response to denial by the WTASBC of their sick bank request.
- 5.3.1.10. Sick Bank days will be granted only in full day increments.
- 5.3.1.11. At the request of either party the District and the Association shall meet to discuss the operation of the sick bank. This language may then be amended as mutually agreed to.

ARTICLE 6 - POSITIONS

6.1. GENERAL RULES

- 6.1.1. As used in this article 6, the term "seniority" means the continuous length of time a teacher has served the District in the tenure area to which the teacher is assigned at the time in question. In the event that a choice is to be made between two or more teachers who have the same continuous length of service, seniority will be established as beginning at the time of the Board of Education decision to employ the teacher. Further, if such time of action be the same, seniority ties will be broken by the lowest N.Y.S. Teachers Retirement System number.
 - 6.1.1.1. Commencing with the 2003-04 school year and then every school year thereafter, the Assistant Superintendent for Human Resources will make a reasonable effort to provide the President

of the Williamsville Teachers' Association (WTA) the Teachers' Seniority List, updated through June 30 of the prior school year, by November 1. Questions or concerns regarding the updated list must be forwarded, in writing, to the Assistant Superintendent by December 1. A final copy of the seniority list will be sent to the President, with a copy for each building, by January 15.

6.1.2. As used in this article 6, the term "tenure area" means the administrative subdivision within the organization structure of a school district in which a professional educator is deemed to serve in accordance with the provisions of New York State Educational Law.

6.1.3. Where a Board of Education abolishes professional positions it will do so in accordance with the provisions of Educational Law.

6.1.4. This Article 6 applies to all tenured teachers and to probationary teachers to the extent specified herein, but it does not apply to any teachers who are on less than full-time schedule.

6.1.5. Except to the extent expressly provided herein, nothing in this article 6 has any application to:

- (1) a position outside this negotiating unit;
- (2) a summer school position;
- (3) an adult education position; or,
- (4) a coaching or extracurricular position.

6.1.6. As used in article 6, "qualifications" means the teacher certification status, current tenure area, teaching experience, specialized training, demonstrated ability to work with peers and supervisors and the demonstrated ability to motivate and instruct students all judged in relation to the position in question. Additional qualifications may be posted or detailed prior to the interview for specific positions. In the absence of such additional qualifications, applicants will be judged on the basis of the qualifications noted in this paragraph.

6.1.7 Regular Substitutes

- 6.1.7.1. Regular substitutes employed for the full year and with a positive recommendation from their current principal/administrative supervisor will receive consideration for any posted vacancy for which they apply, are certified, and qualify and will be interviewed for any regular substitute vacancy for which they apply, are certified and qualify.

- 6.1.7.2. The District selects the candidate who best meets the requirements of the position.
- 6.1.7.3. All factors being equal, the District will select the regular substitute with the longest continuous service in the district for a regular substitute vacancy. A regular substitute competing for re-employment in essentially the same regular substitute vacancy in the building will receive preferential consideration.

6.2. VACANCIES

6.2.1. As used in this section 6.2, a vacancy occurs when the number of permanent appointments is less than the number of positions authorized in a given school year in a building or district wide. Part-time positions are excluded. A vacancy does not exist if a teacher on leave of absence encumbers a position.

6.2.2 If the District decides to fill a vacancy, it shall post in each building a notice which names the position and building in which it is located. The notice will specify the deadline by which teachers may submit application, which shall not be less than one week after the notice is posted. Postings will occur in the normal fashion during the summer months. A copy of all postings shall be sent to the Association secretary.

6.2.2.1. If the District decides not to fill a vacancy, it will notify the Association as soon as possible.

6.2.2.2. If the filling of a vacancy creates subsequent openings within the same tenure area, the District will not have to re-post such openings but shall consider the transfer requests on file, for the position posted and filled.

6.2.3 Filling Vacancies

6.2.3.1. In filling a non-promotional vacancy (i.e., a vacancy in other than a team leader position), the District shall select the most qualified of all the applicants, but if the District determines that two or more applicants are relatively equal in their qualifications, then it shall select the most senior applicant.

6.2.3.2. In filling a promotional vacancy (e.g., a team leader position), the District shall consider seniority along with the qualifications of all the applicants.

- 6.2.3.3. In any case, each teacher who applies shall be given an interview unless there has been a previous interview within the past year by the same personnel for the same type of position.
- 6.2.3.4. Teachers who have applied for a transfer or promotional vacancy will be notified in writing as to whether or not their application was granted. If the District determines that there is no qualified applicant for a vacancy, an involuntary transfer or reassignment may be made. In any instance of such involuntary transfer or reassignment, the principal and/or the Assistant Superintendent for Human Resources shall meet with the teacher and will inform the teacher of the reasons for the transfer or reassignment. The teacher shall have the right to be accompanied by an association representative. In any case where there are two or more teachers with relatively equal qualification for the vacancy as determined by the District, the less senior teacher will be transferred or reassigned. Note: Such notification, and not the effective date of transfer of appointment, shall be applied to the time limits specified in the grievance procedure – Article 3.
- 6.2.3.5. In the case where less staff is to be employed in a building for the coming school year, voluntary transfers will be solicited. The most senior volunteer will be transferred. If there are no volunteers for transfer, the least senior teacher within the tenure area of the position reduction will be transferred.
- 6.2.3.6. In the event of a school closing, teachers to be reassigned will be given the opportunity to indicate a preference before the reassignment is made. Where there are two or more teachers with relatively equal qualifications, as determined by the District, the more senior teachers will be given preference, subject to Section 6.1.6. Every effort will be made to reassign and notify teachers by the end of the school year.
- 6.2.3.7. Disputes regarding transfers will be resolved through the grievance procedure with the final step being a hearing by a panel made up of two administrators selected by the District and two teachers selected by the Association. A hearing will be held within thirty (30) workdays after the grievant and the Association have submitted the matter to the panel. The findings of the panel will be forwarded to the Association President and Assistant Superintendent for Human Resources within fifteen (15) workdays after the hearing has concluded. If

a majority is not reached, the decision will go to arbitration in accordance with the grievance procedure.

6.3. TRANSFER REQUEST

- 6.3.1. Any teacher wishing to transfer within the District within his tenure area, may apply for such transfer by forwarding a statement of such desire to the Assistant Superintendent for Human Resources. Such transfer requests will be kept on file for one (1) year and are renewable. The transfer and timing of the transfer shall be in accordance with the provisions of this Agreement.

ARTICLE 7 - EMPLOYMENT CONDITIONS

7.1. PERSONNEL MATTERS

- 7.1.1. All items (except confidential items acquired by the District at the time of initial employment and confidential letters of reference) placed in a unit member's official personnel file which is maintained in the central office shall be open to inspection by the unit member by appointment with the Assistant Superintendent for Human Resources. At the time of his inspection, the unit member shall initial and date every such item in the file (not previously initialed and dated by him) as evidence that he has seen the item. At the time of his inspection, he may make a written request that he be furnished with one copy each of any such item in his file. The unit member may deliver to the Assistant Superintendent for Human Resources a written, signed and dated comment in triplicate respecting any such item in the file and one copy of the comment will be placed in the file. A unit member's official personnel file will not be open to inspection by persons who are not officials or employees of the District except upon subpoena. When any item is added to a unit member's official personnel file, a copy of that item will be sent to him at the same time.
- 7.1.2. An annual professional performance review of all professional personnel will be conducted annually in accordance with the Commissioner's Regulations. Professional performance review procedures will be applied consistently across the District.
- 7.1.2.1. A Summative Appraisal Report shall be completed for each nontenured teacher and, on a rotating basis or as deemed necessary, for tenured teachers. The Summative Appraisal Report will include input from the appraisee and appraiser and be based on multiple appraisal tools/sources of evidence. The appraisee shall sign the Summative Appraisal Report, but his

signature shall indicate only completion of the appraisal process and not necessarily agreement with the appraisal. The appraisal process for a probationary teacher shall be completed not later than April 1st. Each signed Summative Appraisal Report shall be filed in the appraisee's official personnel file.

- 7.1.2.2. Tenured teachers and part-time teachers employed by the District for more than three (3) years will, on a rotating basis, be appraised through the completion of a two (2) year Professional Study Plan. The Plan must be approved by the appraisee, appraiser, and principal or other administrator. It shall provide for a formative review after year one (1) and a summative review at the end of year two (2). Each end-of-year review shall require the signature of the appraisee, appraiser, and principal or other administrator. At the end of year two (2), the completed Professional Study Plan document shall be filed in the appraisee's official personnel file. (Note: Tenured teachers in need of improvement are not covered by this paragraph and will be appraised according to the procedures in 7.1.2.1.)
- 7.1.3. Teachers employed on probation by the District, as to whom a recommendation is to be made that appointment on tenure not be granted or that their services be discontinued, shall, at least 30 days prior to the Board meeting at which such recommendation is to be considered, be notified of such intended recommendation and the date of the Board meeting at which it is to be considered. Such teacher may, not later than twenty-one days prior to such meeting, request in writing that he be furnished with a written statement giving the reasons for such recommendation and within seven days thereafter such written statement shall be furnished. Such teacher may file a written response to such statement with the District Clerk not later than seven days prior to the date of the Board meeting. This paragraph shall not be construed as modifying existing law with respect to rights of probationary teachers or the powers and duties of the board with respect to the discontinuance of services of teachers or appointments on tenure of teachers.
- 7.1.4. Just Cause Dismissal. Dismissal of TAs and teachers in the final year of probationary period under this clause will be submitted to advisory arbitration. Whenever possible, advisory arbitration will precede the Board's decision. Advisory arbitration will be expedited whenever possible.
- 7.1.5. Teachers continuing employment into the following school year shall receive their tentative teaching assignments not later than the last day of the current school year whenever practicable. It is expressly recognized

that such notice of tentative assignments does not in any way preclude the District from making subsequent changes in assignments. A teacher affected by such a change shall be given notice thereof as soon as practicable after the change is made by the District.

7.1.6. Appraisal Process.

- 7.1.6.1. TAs shall be appraised following the same process as probationary teachers.
- 7.1.6.2 NPs shall be appraised by the Assistant Superintendent of Pupil Personnel Services and the District Physician, following a similar process as RNs. Should the parties determine that the RN appraisal process needs to be modified to better fit the duties of the NP, the parties will work together to modify the process.
- 7.1.6.3. RNs shall be appraised on the designated form by the administrator of the RN's individual school building.
- 7.1.6.4. OT/PT's shall be appraised on the designated form by the Coordinator of Special Education.
- 7.1.6.5. COTA's shall be appraised on the designated form by the OT.

7.2. SCHEDULES

- 7.2.1. Elementary School Pupil Contact (K-4) – Contingent upon meeting State Education Department (SED) attendance minimums, the last three (3) Elementary school student attendance days will be ½ days. The remainder of the work day will be free from administrative meetings.
- 7.2.2. The work year shall not exceed 187 workdays.
 - 7.2.2.1. Teachers and RN's shall be required to participate in twenty-one (21) hours of approved professional development aligned with District standards and assessments, student needs, and articulated within and across grade levels. Such professional development shall be outside of the workday and for the purpose of improving student performance/meeting student needs. Professional development activities include, but are not limited to, any activities which meet the approval process established in the District's memorandum of August 20, 2001, preapproved courses, and preapproved activities which shall include: room preparation before the start of the school year (up to 7 hrs), student performance standards curriculum data

entry and analysis (up to 7 hrs), participation in parent conferences connected to student report cards and interim reports other than those per 7.2.3 of the contract (up to 7 hrs), Individualized Education Plan writing/preparation (up to 7 hrs), and nurses' Individual Health Plan and Individual Health Transportation Plan writing/preparation (up to 7 hrs). This requirement will be prorated for part-time employees or those who complete less than a full year of paid full time service.

Should Tas volunteer to attend in-service, they shall be paid pursuant to Article 9.14.

NP shall be required to attend a pro-rata number of hours (based upon assigned hours) of approved professional development hours. Should the NP volunteer to attend additional professional development hours, s/he shall be paid pursuant to Article 9.14.

- 7.2.2.2. Up to seven (7) of the twenty-one (21) hours may be scheduled by the District during weekdays (excluding Labor Day) in September prior to the first scheduled workday. If the calendar does not permit the scheduling of such hours in September for any individual member, they may be scheduled for the last Wednesday or Thursday in August. The District shall notify teachers no later than June 1st when it requires them to attend such professional development.
- 7.2.2.3. All hours shall be completed between July 1st and June 30. However, teachers and RN's with temporary appointments or those who resign or take unpaid leave of absence, must complete all required hours prior to their last workday.
- 7.2.2.4. All teachers who are properly notified and scheduled to attend the professional development hours held by the District during weekdays (excluding Labor Day) in September/August are required to attend.
- 7.2.2.5. Teachers may be excused from attending these professional development hours for bereavement and verifiable, serious personal or family illness. In the event that a teacher's absence is excused, their accruals will not be docked for the absence.
- 7.2.2.6. A teacher may request to be excused from scheduled professional development hours for extenuating circumstances of a unique nature that are largely beyond the teacher's control.

The request shall be made as soon as practical to the Assistant Superintendent for Human Resources, and shall not be unreasonably denied.

7.2.2.7. Any excused absence under the above shall be conditional on the teacher developing a plan to "make-up" the work that is missed. The Assistant Superintendent for Instruction (or designee) must approve the plan. A copy of the approved plan must then be submitted to the Assistant Superintendent for Human Resources who shall grant final approval of the teacher's request to be excused. If possible, the plan should be approved before the absence is approved.

7.2.2.8. If a teacher is excused from attending these professional development hours, he/she shall nonetheless be required to participate in twenty-one (21) hours of approved professional development as specified in 7.2.2.1 of the Agreement.

7.2.3. The length of the school day (except COTA's) is a matter of professional responsibility to the student and the requirements of the program of the school. Professional responsibilities include but are not limited to: attendance at faculty meetings, meetings with parents, providing assistance to students, and similar activities that typically occur prior to student arrival and after student dismissal.

7.2.3.1. Within the current eight or nine period instructional day, secondary teachers (grades 7-12) will be scheduled for up to five (5) regularly assigned teaching periods which may include AIS plus a sixth (6th) assignment or, respectively, not more than twenty-five (25) teaching periods and five (5) assignment periods per week.

7.2.3.2. The sixth (6th) assignment shall consist of supervision, a clinic or AIS in accordance with 7.2.3.1 or 7.2.3.3.

7.2.3.3. Academic Intervention Services (AIS) - Whereas the classroom teacher continues to be the professional who is ultimately responsible for providing quality instruction to address the learning needs and outcomes of each student assigned to the teacher:

- a. Should the District choose to assign classroom teachers in grades five and six to AIS, this assignment will not be in lieu of what is currently referred to as a "clinic", "study hall" or similar "duty" assignment and shall constitute a period of

instructional time scheduled within the existing workday for such teachers.

- b. Beginning September 7, 2007 a building principal cannot require a teacher member to provide AIS on consecutive school days. Classroom teachers may volunteer to teach AIS on consecutive days in lieu of a sixth assignment.
- c. Classroom teachers who teach AIS as a sixth assignment will be compensated at the rate below for each academic quarter taught (i.e., every day for 10 weeks):

<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
\$750	\$800	\$850	\$900	\$950

7.2.3.4. Nothing within this Agreement shall prohibit the District from implementing a different schedule (e.g., fewer or more periods or longer or shorter periods) in which case the WTA shall have the right to negotiate the impact of that schedule. A different schedule shall not add to the length of the school day as outlined in 7.2.3.

7.2.3.5. TAs will be assigned up to the same contact time (total minutes) daily as the 5th and 6th grade middle school teachers (teaching and supervision).

7.2.4. Parent Conference – The District shall schedule up to six (6) hours for parent conferences that will take place outside of the normal workday. TAs shall not be required to attend these conferences.

7.2.5. Release time for Special Education teachers, PT's, OT's, and COTA's for the purpose of writing IEP's will be approved based on need as determined by the Special Education Coordinator.

7.2.6. Should it become necessary to change working conditions to effectively implement the New York State Performance and Assessment Standards, the parties agree to establish a committee to make recommendations to the Superintendent and the Association's Council of Delegates. The committee shall be comprised of six (6) employees, with three (3) selected by the Superintendent and three (3) selected by the Association President. The Committee shall be charged with making recommendations for changing working conditions in order to facilitate effective implementation of the Standards. The committee will submit its recommendation to the Superintendent and the Association's Council of Delegates. Any changes in working conditions agreed to by the Superintendent and the Association's Council of Delegates shall be

codified in a Memorandum of Understanding and continue until a successor Agreement is ratified by the parties.

- 7.2.7. The unit member performing the duties of a Faculty Manager at each Middle School will be excused from a sixth (6th) assignment one day per week when intramurals are scheduled.

7.3. PROJECT LEAD THE WAY (PLTW)

- 7.3.1. The District will pay the tuition, room and board for teachers who attend "Project Lead The Way" ("PLTW") courses.
- 7.3.2. Teachers who take PLTW hours shall be paid per Art. 4.2.2.
- 7.3.3. The parties agree that the total dollars paid for PLTW courses may result in a teacher exceeding the cap outlined in Article 4.2.2.
- 7.3.4. At the choice of the employee, PLTW hours can be applied towards the 21 hours of approved professional development per Art. 7.2.2.1.

7.4. GED PROGRAM

- 7.4.1. The District will provide a GED program. It will run two separate sessions of ten weeks each. However, this schedule may be modified due to holidays, school recesses, and school closings.
- 7.4.2. Qualified District applicants will be employed prior to out-of-district candidates.
- 7.4.3. The District shall fill the teacher/coordinator position according to Art. 6.2.3.2 of the 2006-2011 agreement. The District shall fill the teacher positions according to Art. 6.2.3.1 of 2006-2011 agreement.
- 7.4.4. Compensation for the four content area teachers in the GED Program (3 hours/day, 2 days/week) **per session** shall be as follows:

<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
\$1987	\$2027	\$2067	\$2109	\$2151

- 7.4.5. Compensation for the Teacher/Coordinator of the GED Program (3 hours/day, 4 days/week) **per session** shall be as follows:

<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
\$3974	\$4053	\$4134	\$4217	\$4302

7.4.6. The Teacher/Coordinator's additional stipend **per session** shall be as follows:

<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
\$883	\$901	\$919	\$937	\$956

7.4.7. GED teachers and teacher/coordinators may receive a notice prior to the end of the GED session that he/she will be formally evaluated during the next session. Teachers and/or teacher/coordinators whose performance is evaluated and judged to be less than satisfactory will not be re-employed for the following GED session.

7.4.8. Except as provided in paragraph 7.4.7, teachers employed in the GED session of any school year shall be given right of first refusal for the subsequent session(s) in the same school year. Except as provided in paragraph 7.4.7, a teacher/coordinator willing to work all sessions during the school year shall be given right of first refusal for the following school year.

7.4.9. Teachers and teacher/coordinators shall each be eligible for up to two (2) paid absences per GED session.

7.5. READING RECOVERY

7.5.1. Reading Recovery teachers require approximately seven three-hour sessions of "continuing contact" during each school year.

7.5.2. On days that Reading Recovery teachers attend continuing contact sessions, the teachers shall be entitled to amend their daily teaching schedule as needed.

7.5.3. Each time a Reading Recovery teacher attends a continuing contact session in the District from 1:00-4:00 p.m., he/she shall be credited with one hour of in-service credit.

7.5.4. Reading Recovery teachers who attend a continuing contact session in Iroquois shall be credited with one hour of in-service credit for each hour of attendance. Mileage shall also be paid in accordance with the rate and procedures established by the District.

7.5.5. Reading Recovery teachers who attend approved or mandated Reading Recovery conferences shall be credited with one hour of in-service credit for each hour beyond the workday. Normal procedures to obtain prior

approval of in-service hours should be followed. Additional conference expenses will be reimbursed in accordance with District policy.

7.5.6. Salary credit for the in-service hours specified in 7.5.3 and 7.5.5 above shall be paid according to Art. 4.2.2 of the 2006-2011 Agreement.

7.5.7. The parties agree that the total dollars paid for Reading Recovery continuing contact sessions may result in a teacher exceeding the cap outlined in Article 4.2.2.

7.5.8. This shall be subject to annual review dependent on any changes that may be made with regard to the length of continuing contact sessions, scheduling of continuing contact sessions, and requirements concerning attendance at Reading Recovery conferences.

7.6. JAVA

7.6.1. All teachers who take JAVA courses, shall be paid per Art. 4.2.2.

7.6.2. The parties agree that the total dollars paid for JAVA courses may result in a teacher exceeding the cap outline in Article 4.2.2.

7.6.3. At the choice of the employee, JAVA hours can be applied towards the 21 hours of approved professional development per Art. 7.2.2.1.

7.7. CSE AND CST CHAIRPERSON

7.7.1. Unit members who hold the positions of Committee on Special Education (CSE) or Child Support Team (CST) shall receive a stipend equivalent to the Team Leader salary schedule. If a unit member holds both of the aforementioned chairperson positions, then he/she shall receive a full Team Leader stipend for each position.

7.7.1.1. Building principals shall have the discretion to appoint an administrative role filling employee of the district (i.e. paid administrative interns, employees with administrative certification or administrators) to the position of CSE Chairperson and/or CST Chairperson.

7.7.1.2. If a building principal chooses not to appoint an administrative role filling employee to the position of CSE Chairperson or CST Chairperson, then the positions(s) shall be posted as a promotional vacancy in accordance with 6.2.3.2 of the Collective Bargaining Agreement and receive a stipend in accordance with 4.5.1 of the Collective Bargaining Agreement.

- 7.7.1.3. All unit members fulfilling the positions of CSE and/or CST Chairperson shall receive step movement in September in accordance with 4.5.1 of the Collective Bargaining Agreement.

7.8. MENTOR TEACHER PROGRAM

7.8.1. Expectations for the position are as follows:

- 7.8.1.1. Mentor teachers will attend a four-day in-district training session which will not exceed 7 ½ hours per day.
- 7.8.1.2. Mentor teachers will be expected to spend approximately one hour per week with their assigned new teacher in approved activities.
- 7.8.1.3. Mentor teachers will be released with an appropriate substitute teacher replacement for up to two days during the school year to visit the class of their assigned new teacher and other approved activities.
- 7.8.1.4. Mentor teachers will attend approximately six scheduled meetings during the school year of approximately 1-3/4 hours in length to review the progress of the program and to receive in-service relating to the mentoring program. The aforementioned meetings may be held both during the regular workday and outside the regular workday.

7.8.2. The stipend for Mentor Teachers shall be:

<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
\$1698	\$1732	\$1767	\$1802	\$1838

7.8.3. Mentor teachers will receive the hourly inservice rate to attend activities per items 7.8.1.1 and 7.8.1.4 above.

7.8.4. The Superintendent of Schools and the President of the Williamsville Teachers' Association shall each appoint three persons to serve on a committee to assist in policy development of the Mentor Program. The committee will be co-chaired by a teacher holding the position of Mentor Program Coordinator (MPC) and by the Assistant Superintendent for Human Resources. The committee shall meet from time to time as convened by the co-chairs. The teacher members of the committee shall be compensated at the hourly in-service rate for work beyond their normal workday.

7.8.5. The Mentor Program Coordinator (MPC) will be afforded the opportunity to use time during the week/day other than contact time to work on the Mentor Program. The MPC will be a Teacher on Special Assignment (TOSA) to conduct Mentor Program business. The District will pay the MPC full teacher salary and fringe benefits including but not limited to retirement, social security and health insurance payments in accordance with the terms and conditions that exist for a regular teacher. Additionally, the MPC will receive an annual stipend equivalent to Step 1 on the Team Leader Pay Schedule with equivalent step movement for carrying out the duties of the position. The MPC may be required to work up to 20 days during the summer earning 1/200 of the annual contract salary per day. Any MPC during the term of this Agreement will suffer no loss in salary or benefits as the result of this arrangement upon returning to a full-time teaching assignment.

7.9. OTHER CONDITIONS

- 7.9.1. Wherever practicable, each unit member will be notified at least a day in advance of classroom visits by persons other than members of the District staff or Board.
- 7.9.2. No unit member shall be required to transport a pupil in his personal automobile. When a unit member is requested by the District and agrees to transport a pupil, the District will assume liability to the extent covered by the District's insurance.
- 7.9.3. A unit member will have access to all District psychological, emotional and/or medical records pertaining to the students he deals with as provided by law.
- 7.9.4. Protection Against Liability Claims - Section 3023 of Education Law requires Districts to hold harmless and protect unit members, practice teachers, authorized participants in volunteer program and employees against suits for negligence or accidental bodily injury or property damage providing such person was acting in the discharge of his/her duties within the scope of employment of his / her authorized duties Section 3028 of the Educational Law requires a District to provide an attorney and to pay the attorney's fees and expenses occurred in defense of a unit member or authorized participant in a volunteer program in either a civil or criminal action arising out of disciplinary action taken against any pupil of the District by the unit member or volunteer while acting in the discharge of his/her duties.

- 7.9.5. Employee Loss - Damage to clothing, eyeglasses, dentures or jewelry suffered by a unit member in the performance of his duties while providing protection and safety to students will be reimbursed up to a maximum of Three Hundred Fifty Dollars (\$350.00) (This will be exclusive of any insurance claim.) Report of such loss must be made to the employee's immediate supervisor before leaving the building and a written report filed within forty-eight hours of the occurrence.
- 7.9.6. Employees will not smoke in school buildings or on school grounds whether owned or leased by the District.
- 7.9.7. There shall be no layoffs or reductions in the teaching faculty as a result of the employment of TAs.
- 7.9.8. There shall be no layoffs or reductions in the nursing faculty as a result of the employment of NPs.
- 7.9.9. In accordance with District policy, each teacher will be responsible for determining when and how to present controversial material to students according to the student's maturity and ability. The administration shall be available to assist teachers who are in doubt concerning such controversial material. No outside speaker shall be invited to address students without prior approval by the administration.
- 7.9.10. A student teacher will not be assigned to a teacher without the teacher's consent, but this shall not preclude the assignment of student teacher to a team when someone on the team agrees to accept a student teacher.
- 7.9.11. Tuition Waiver – The District will allow unit members to enroll their children in the Williamsville School District without tuition cost subject to the following conditions.
 - 7.9.11.1. Acceptance and placement of the students is reserved to the District on an annual basis, the tuition waiver will not exceed the cost of regular education program. Transportation will be the responsibility of the employee.
 - 7.9.11.2. This benefit shall only be available to unit members employed prior to July 1, 2000.

ARTICLE 8 - SUMMER SCHOOL

- 8.1. The District will determine the available summer school positions and post vacancies in each building.

Selection will be based on the following:

- 8.1.1. Applicants must have a positive recommendation from their regular school principal to receive consideration.
 - 8.1.2. Teachers applying for a summer school position in the subject area they have taught for twenty (20) percent of their regularly-assigned classes during the prior two (2) school years will be given preference over applicants with more seniority who have taught the subject for a lesser amount of time.
 - 8.1.3. If selection is not resolved by the immediately preceding provisions, length of service in the District will be the deciding factor.
 - 8.1.4. A summer school teacher may receive a notice prior to the end of the summer that he will be formally evaluated during the next summer school session. Summer school teachers whose performance is judged to be less than satisfactory by the summer school principal will not be re-employed the next summer school session. After the interruption in service, the teacher may be re-employed in the summer school and will again be subject to the formal evaluation.
 - 8.1.5. Qualified district applicants will be employed prior to out-of-district candidates.
- 8.2. Salary for summer school teachers will be in accordance with the following step schedule for a four and three-quarters (4-3/4) hour day-27 days. The summer school schedule will be uniform for all levels except district administered twelve (12) month special education programs that require a five (5) day per week summer school. Unit members providing related services may be required to fulfill five (5) day Individualized Education Program (IEP) schedules. Unit members working more or less hours or days will have their salary prorated.

<u>Step</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
1	3975	4054	4136	4218	4303
2	4177	4260	4346	4433	4521
3	4350	4437	4526	4617	4709
4	4541	4636	4725	4819	4915
5	4730	4824	4921	5019	5120

- 8.3 The provisions of this Agreement apply only to probationary and tenure teachers. Contractual arrangements made by the District and the employment of substitute, part-time teachers and out of district teachers in the summer school program are not part of this Agreement.

ARTICLE 9 - Employment Conditions for Teaching Assistants (TA), Nurse Practitioners (NP), Registered Nurses (RN), Occupational Therapists (OT), Physical Therapists (PT), and Certified Occupational Therapists Assistants (COTA).

- 9.1. Step Movement – Step movement will be granted to an employee who is on the payroll for more than one-half of the preceding work year.
- 9.2. Seniority – Seniority shall be defined as the length of continuous employment as an RN, NP, OT, PT and COTA in the unit beginning with the last date of employment.
 - 9.2.1. In the instance where two or more employees have the same length of service, the RN, NP, OT, PT or COTA with the earliest date of Board of Education action will be considered more senior. If such time of action be the same, the date of the earliest recommendation for appointment by an appropriate administrator shall prevail.
 - 9.2.2. Time off without pay does not accrue seniority. If staff is reduced the least senior RN, NP, OT, PT or COTA will be laid off first.
 - 9.2.3. School Closing – In the event of a school closing, the least senior RN, NP, OT, PT or COTA will be laid off first.
 - 9.2.4. For TAs, seniority shall be governed by Article 6.1.1.
- 9.3. Posting Vacancies – TA, RN, NP, OT, PT or COTA vacancies will be posted in each building and a copy will be mailed to the Association President. A vacancy is defined as a permanent opening that occurs in a building when the number of regularly appointed TAs, RNs, NPs, OTs, PTs or COTAs is less than the number of authorized positions and for which no permanently appointed TA, RPN, NP, OT, PT or COTA is expected to return.
 - 9.3.1 Filling Vacancies – TAs, RN's, NP's, OT's, PT's or COTA's who desire to apply for a vacancy shall submit their applications in writing within the time limits specified in the notice. Any currently employed TA, RN, NP, OT, PT or COTA will be granted an interview for the position unless they have interviewed for the same position in the building within the last year. The filling of the job vacancy shall be on the basis of the individual who best meets the requirements of the position without regard to employment within or without the District.
 - 9.3.2. Applicants for summer school positions, with a positive recommendation from their current principal/administrative supervisor, will be appointed on the basis of seniority.

- 9.4. Continuing Assignment – TAs, RN's, NP's, OT's, PT's or COTA's will continue in the same assignment for the following school year unless notified otherwise. Such notification shall be given by the last day of the school year whenever practicable. This does not preclude the District from making subsequent changes in assignments with proper notification to the employees.
- 9.5. Management Rights – All rights not expressly bargained away may be exercised as long as such actions do not violate law or the terms and conditions of this Agreement.
- 9.6. Discipline Process for RN's, NP's, OT's, PT's and COTA's
- 9.6.1. Discipline Procedures – The following procedure will be used in lieu of a Section 75 of the Civil Service Law, and shall constitute a waiver by the employee and the Association to pursue any other remedy before any court, administrator, state or federal agency for all employees. This procedure shall not preclude the parties from meeting at any time to settle differences without a hearing.
- 9.6.2. Probationary Period – All permanently appointed employees serve a one year probationary period from the effective date of employment as approved by the Board of Education. An employee's service may be terminated at any time during and up to the expiration of the probationary period with two weeks prior to written notice.
- 9.6.3. Association Representation – An employee will be allowed representation at any level of the disciplinary procedure.
- 9.6.4. Oral/Written Warning – An employee's action, on or off duty, which reflects negatively on the employment role with the District, as judged by the immediate supervisor, shall receive an oral warning. If the matter is not resolved or similar or other problems continue, the employee may receive another oral warning or a letter warning. The employee may respond in writing to any written warnings which will be attached thereto and made part of the employee's record.
- 9.6.5. Suspension – Performance problems subsequent to the receipt of a letter of warning may lead to a suspension of one to three days. The employee may appeal in writing to the Assistant Superintendent for Human Resources to present his/her cases as to why the suspension would be modified or revoked. An employee with suspensions totaling more than four days in any one school year may grieve the additional suspensions in that year through the regular grievance procedure.

- 9.6.6. Discharge and Appeal – Continuing problems subsequent to a suspension or a single serious infraction may lead to a discharge from employment. A decision to take action will not be based on events which occurred more than three years prior to the notice of discharge. The District will notify the employee and association in writing of the effective date of discharge. In the case of a discharge, the employee, with the Association, may appeal a decision by filing for arbitration in accordance with the grievance procedure within fifteen (15) consecutive calendar days of the effective date of the discharge. Failure to file for the arbitration within the time frame specified shall pursue any other remedy before any court, administrator, state or federal agency.
- 9.7. COTA's employed for the full year shall receive thirteen and one half (13.5) paid holidays.
- 9.8. COTA's will be paid at one and one-half (1.5) times their hourly rate for any work requested by the District which is in excess of forty hours per week.
- 9.9. Teacher Assistants, Nurses, Physical Therapists, Nurse Practitioners, Occupational Therapist and Certified Occupational Therapist Assistants Health Benefits Upon Retirement
- 9.9.1. Nurses and Nurse Practitioners having completed 15 years of service in the District will be eligible for \$50.00 per day for up to 205 accumulative leave days for a maximum up to \$10,250.
- 9.9.2. Teacher Assistants, Physical Therapists, Occupational Therapists having completed 15 years of service in the District will be eligible for \$60.00 per day up to 205 accumulative leave days for a maximum up to \$12,300.
- 9.9.3. Certified Occupational Therapist Assistants having completed 15 years of service in the District will be eligible for \$40.00 per day up to 205 accumulative leave days for a maximum up to \$8,200.
- 9.10. Attendance Bonus - A full time teacher assistant, nurse, physical therapist, occupational therapist, or certified occupational therapist assistant, age 55 years or over and eligible for NYSTRS or NYSERS normal service retirement, with 15 years or more of continuous service in the District will be eligible for an attendance bonus based on five years of service prior to retirement. The bonus will be based on the nonuse of sick leave and personal leave in each of the five years immediately preceding retirement.

Year Preceding Retirement:
1st \$918

2nd \$765
 3rd \$612
 4th \$459
 5th \$306
 Total \$3060

For each day of absence charged to accumulative leave or personal days in a school year, 1/15 will be deducted from the annual stipend.

- 9.11. The District retains its right to utilize Board's of Cooperative Educational Services to provide service to students in the District. It also retains its right to allow students who reside in the District, but do not attend school in the District, to receive services from providers outside of the bargaining unit.
- 9.12. RNs, Nurses, TAs, PT's, OT's and COTA's requested to work summer school will be compensated at the rate which is reflective of their placement on the salary schedule found herein. For purposes of determining the appropriate schedule, these unit members who work summer school after June 30th of any year will receive their increment as well as any negotiated increase on the next year's salary schedule.
- 9.13. When any RN, PT, NP, OT, or COTA requests to be inoculated with the Hepatitis B vaccination, the District will provide this at no cost to the unit member.
- 9.14. Approved or mandated inservice courses for TAs, RN's, NP's, PT's and OT's that take place beyond the workday will be paid as follows:

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-2011</u>
Per Hour of Attendance	\$27.00	\$27.50	\$28.00	\$29.00	\$29.50
Annual Total	\$1944	\$1980	\$2016	\$2088	\$2124

Such courses shall be within their field and/or related to their current job duties. COTA's attending approved or mandated inservice courses will be compensated at their hourly rate subject to overtime provisions found elsewhere in this Agreement. For RN's only – Any inservice course taken to meet the twenty-one hour annual minimum for professional development as specified in Article 7 shall be excluded from this provision. For purposes of this paragraph the workday shall be 7 and ½ hours (except 7 and ¼ hours for RN's) inclusive of paid lunch.

- 9.15. Additional Educational Credit for OT's and PT's. A stipend as shown below for each block of six (6) graduate hours earned will be paid up to a maximum of 30 hours. If a Master's degree is earned, the hourly stipends will be replaced with a stipend as shown below to be paid on an annual basis.

Stipend per Block of Six:

<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-2011</u>
\$122	\$124	\$126	\$129	\$132

Stipend MA Degree

<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-2011</u>
\$1020	\$1040	\$1061	\$1082	\$1104

ARTICLE 10 – SUBSCRIPTIONS

IN WITNESS WHEREOF, the duly authorized representatives of the parties have subscribed their names below on the date indicated below:

TEACHERS' ASSOCIATION

[Signature]
N.Y.S.U.T.
Chief Negotiator

[Signature]
President, Williamsville
Teachers' Association

Sally Tripi
Team Member

Charles Miller
Team Member

Michelle Zukas
Team Member

[Signature]
Team Member

[Signature]
Team Member

SCHOOL DISTRICT

[Signature]
Chief Negotiator

[Signature]
Superintendent of Schools

[Signature]
Team Member

Mary P. Mallon
Team Member

Neal S. Mile
Team Member

[Signature]
Team Member

C. Edwin [Signature]
Team Member

September 20, 2006
Date of Ratification

May 1, 2007
Date of Signatures

October 10, 2006
Date of Board Approved Funding

APPENDIX A
EXTRACURRICULAR SALARY SCHEDULE

MIDDLE SCHOOL

	<u>06/07</u>	<u>07/08</u>	<u>08/09</u>	<u>09/10</u>	<u>10/11</u>
Optional New Club	399	407	415	423	432
Magic Club	399	407	415	423	432
School Store	399	407	415	423	432
Photography	399	407	415	423	432
Home and Careers	399	407	415	423	432
Sign and Dance	399	407	415	423	432
Geography	399	407	415	423	432
Environment	399	407	415	423	432
Historical Fiction Novels	399	407	415	423	432
Aquarium	399	407	415	423	432
Art	399	407	415	423	432
Chess	399	407	415	423	432
Mini-Experience	399	407	415	423	432
Computer	399	407	415	423	432
Youth-to-Youth	399	407	415	423	432
Mathematics	399	407	415	423	432
Air Band	461	470	480	489	499
Jazz Ensemble	461	470	480	489	499
Radio Club	461	470	480	489	499
Symphonic Orchestra	539	549	560	572	583
Technology	539	549	560	572	583
Drama (per play)	539	549	560	572	583
Stage Crew	693	706	721	735	750
Science Olympiad	729	744	759	774	789
School Newspaper	729	744	759	774	789
Literary Magazine	848	865	882	900	917
Student Responsibility	848	865	882	900	917
French	1002	1022	1042	1063	1084
Spanish	1002	1022	1042	1063	1084
Student Council Activities	1077	1099	1121	1143	1166
Talent/Variety Show	1927	1965	2005	2045	2086

SINGLE SCHOOL

<u>Club/Activity</u>	<u>School</u>	<u>06/07</u>	<u>07/08</u>	<u>08/09</u>	<u>09/10</u>	<u>10/11</u>
8th Grade Activities	Transit Middle	452	461	470	480	489
Spirit Club (1)	Heim Middle	1057	1078	1099	1121	1144
Pep Club	Casey Middle	715	729	744	759	774
K.I.N.D.	Casey Middle	715	729	744	759	774

APPENDIX A
EXTRACURRICULAR SALARY SCHEDULE

HIGH SCHOOL

	<u>06/07</u>	<u>07/08</u>	<u>08/09</u>	<u>09/10</u>	<u>10/11</u>
Optional New Club	399	407	415	423	432
Amnesty Int'l	399	407	415	423	432
Library	399	407	415	423	432
Movie	399	407	415	423	432
Youth-to-Youth	399	407	415	423	432
Environment/Earth	461	470	480	489	499
Inter-High Council	461	470	480	489	499
S.A.D.D.	616	628	641	654	667
Art	616	628	641	654	667
Mock-Trial	616	628	641	654	667
Debate/Speech	616	628	641	654	667
Electronics	616	628	641	654	667
Rifle	616	628	641	654	667
Science	616	628	641	654	667
Model U.N.	616	628	641	654	667
Chess	616	628	641	654	667
Math Honor Society	616	628	641	654	667
PEP	655	668	681	695	709
AFS/International	655	668	681	695	709
Mathematics	655	668	681	695	709
Scholastic Bowl	717	731	746	761	776
French	717	731	746	761	776
German	717	731	746	761	776
Latin	717	731	746	761	776
Spanish	717	731	746	761	776
Musical Choreography	770	786	801	817	834
National Honor Society	830	847	864	881	899
Choral/Choraleers	847	864	881	898	916
Jazz/Stage/Marching Band	923	942	960	980	999
Freshman Class	963	982	1002	1022	1042
Sophomore Class	963	982	1002	1022	1042
Literary Magazine	963	982	1002	1022	1042
Musical/Vocals/Asst Dir.	1077	1099	1121	1143	1166
Musical Orchestra Dir.	1109	1131	1154	1177	1200
Stage Crew	1156	1179	1202	1226	1251
Junior Class	1156	1179	1202	1226	1251
School Newspaper	1227	1252	1277	1302	1328
Musical/Orch. Pianist	1310	1336	1363	1390	1418
Drama Club	1386	1414	1442	1471	1500
Science Olympiad	1463	1492	1522	1552	1583
Swing Choir	1501	1531	1562	1593	1625
Senior Class	2310	2357	2404	2452	2501
Student Council	2462	2512	2562	2613	2665
Musical Director	2696	2750	2805	2861	2918
Yearbook	3889	3967	4046	4127	4210

APPENDIX B **INTERSCHOLASTIC ATHLETICS COACHING SCHEDULE**

	2006-07				2007-08				2008-09				2009-10				2010-11			
	Step 1A	Step 2A	Step 3A	Step 4A	Step 1A	Step 2A	Step 3A	Step 4A	Step 1A	Step 2A	Step 3A	Step 4A	Step 1A	Step 2A	Step 3A	Step 4A	Step 1A	Step 2A	Step 3A	Step 4A
	1B	2B	3B	4B	1B	2B	3B	4B	1B	2B	3B	4B	1B	2B	3B	4B	1B	2B	3B	4B
Baseball, V (B)	2754	3213	3680	4209	2892	3373	3864	4419	2950	3441	3941	4507	3009	3509	4020	4598	3069	3580	4101	4689
Baseball, JV (B)	2091	2447	2807	3197	2363	2765	3172	3613	2410	2821	3235	3685	2458	2877	3300	3759	2507	2935	3366	3834
Baseball, Modified	1819	2122	2436	2786	2055	2398	2753	3148	2097	2446	2808	3211	2138	2494	2864	3276	2181	2544	2921	3341
Basketball, V (B&G)	3677	4199	4751	5405	3971	4535	5132	5838	4051	4626	5234	5955	4132	4718	5339	6074	4214	4813	5446	6195
Basketball, JV (B&G)	2754	3213	3680	4209	2864	3341	3827	4377	2922	3408	3904	4464	2980	3476	3982	4554	3040	3546	4062	4645
Basketball, Modified (B&G)	2354	2748	3137	3592	2448	2858	3263	3735	2497	2915	3328	3810	2547	2973	3395	3886	2598	3033	3463	3964
Bowling (B&G)	1667	1952	2235	2560	2000	2342	2682	3071	2040	2389	2736	3133	2081	2437	2790	3196	2122	2486	2846	3259
Cheerleading, V	2332	2691	3047	3437	2745	3168	3586	4045	2800	3231	3658	4126	2856	3296	3731	4209	2913	3362	3806	4293
Cheerleading, JV	2002	2291	2591	2933	2291	2621	2965	3356	2336	2673	3024	3423	2383	2726	3084	3491	22431	2781	3146	3561
Cross Country, V (B&G)	2305	2691	3079	3574	2840	3316	3793	4403	2897	3382	3869	4491	2955	3450	3946	4581	3014	3519	4025	4673
Field Hockey, V (G)	2786	3252	3726	4262	3477	4058	4649	5319	3547	4139	4742	5426	3618	4222	4837	5534	3690	4307	4934	5645
Field Hockey, JV (G)	2091	2447	2807	3197	2635	3084	3537	4028	2687	3145	3607	4109	2741	3208	3679	4191	2796	3272	3753	4275
Field Hockey Modified (G)	1758	2050	2354	2693	1899	2214	2542	2909	1937	2258	2593	2967	1976	2303	2645	3026	2015	2349	2697	3087
Football, V (B)**	3193	3715	4266	4921	4450	5178	5945	6858	4539	5281	6064	6996	4630	5387	6186	7135	4722	5494	6309	7278
Football, Asst (B)**	2851	3328	3813	4364	3973	4638	5314	6082	4053	4731	5420	6203	4134	4825	5529	6328	4216	4922	5639	6454
Football, Head, Mod (B)	2388	2786	3183	3638	2650	3093	3533	4038	2703	3154	3603	4119	2757	3218	3676	4201	2812	3282	3749	4285
Football, Asst. Mod (B)	2004	2339	2687	3078	2085	2433	2795	3201	2126	2481	2851	3265	2169	2531	2908	3330	2212	2582	2966	3397

APPENDIX B
INTERSCHOLASTIC ATHLETICS COACHING SCHEDULE

	2006-07				2007-08				2008-09				2009-10				2010-11			
	Step 1A	Step 2A	Step 3A	Step 4A	Step 1A	Step 2A	Step 3A	Step 4A	Step 1A	Step 2A	Step 3A	Step 4A	Step 1A	Step 2A	Step 3A	Step 4A	Step 1A	Step 2A	Step 3A	Step 4A
	1B	2B	3B	4B	1B	2B	3B	4B	1B	2B	3B	4B	1B	2B	3B	4B	1B	2B	3B	4B
Golf (B&G)	1819	2122	2436	2786	2201	2567	2947	3371	2245	2619	3006	3439	2290	2671	3067	3507	2336	2725	3128	3578
Gymnastics, V (B&G)	2828	3297	3773	4319	3236	3772	4316	4941	3300	3847	4408	5040	3366	3924	4491	5140	3434	4003	4580	5243
Gymnastics, Asst. (B&G)	2091	2447	2807	3197	2530	2961	3396	3869	2581	3020	3464	3946	2632	3081	3533	4025	2685	3142	3604	4105
Ice Hockey, Varsity	3677	4199	4751	5405	3824	4367	4941	5622	3901	4455	5040	5734	3979	4544	5141	5849	4058	4635	5244	5966
Ice Hockey, Varsity Asst.	2754	3213	3680	4209	2864	3341	3827	4377	2922	3408	3904	4464	2980	3476	3982	4554	3040	3546	4062	4645
Lacrosse, V (B&G)	2754	3213	3680	4209	2892	3373	3864	4419	2950	3441	3941	4507	3009	3509	4020	4598	3069	3580	4101	4689
Lacrosse, JV (B&G)	2091	2447	2807	3197	2363	2765	3172	3613	2410	2821	3235	3685	2458	2877	3300	3759	2507	2935	3366	3834
Lacrosse, Modified (B&G)	1819	2122	2436	2786	2055	2398	2753	3148	2097	2446	2808	3211	2138	2494	2864	3276	2181	2544	2921	3341
Lacrosse, Var. Asst. (B&G)	2091	2447	2807	3197	2363	2765	3172	3613	2410	2821	3235	3685	2458	2877	3300	3759	2507	2935	3366	3834
Soccer, V (B&G)	2786	3252	3726	4262	3477	4058	4649	5319	3547	4139	4742	5426	3618	4222	4837	5534	3690	4307	4934	5645
Soccer, JV (B&G)	2091	2447	2807	3197	2635	3084	3537	4028	2687	3145	3607	4109	2741	3208	3679	4191	2796	3272	3753	4275
Soccer, Modified (B&G)	1758	2050	2354	2693	1899	2214	2542	2909	1937	2258	2593	2967	1976	2303	2645	3026	2015	2349	2697	3087
Softball, V (G)	2754	3213	3680	4209	2892	3373	3864	4419	2950	3441	3941	4507	3009	3509	4020	4598	3069	3580	4101	4689
Softball, JV (G)	2091	2447	2807	3197	2363	2765	3172	3613	2410	2821	3235	3685	2458	2877	3300	3759	2507	2935	3366	3834
Softball, Modified (G)	1819	2122	2436	2786	2055	2398	2753	3148	2097	2446	2808	3211	2138	2494	2864	3276	2181	2544	2921	3341
Swim, Varsity (B)	3435	3955	4507	5166	3813	4390	5003	5735	3889	4478	5103	5849	3967	4568	5205	5966	4046	4659	5309	6086
Swim, Varsity (G)	2245	2581	2925	3319	3395	3903	4423	5018	3463	3981	4511	5118	3532	4060	4602	5221	3603	4142	4694	5325
Swim, Asst. (B)	2628	3070	3515	4028	2733	3193	3656	4189	2787	3257	3729	4273	2843	3322	3804	4359	2900	3389	3880	4446

APPENDIX B **INTERSCHOLASTIC ATHLETICS COACHING SCHEDULE**

	2006-07				2007-08				2008-09				2009-10				2010-11			
	Step 1A	Step 2A	Step 3A	Step 4A	Step 1A	Step 2A	Step 3A	Step 4A	Step 1A	Step 2A	Step 3A	Step 4A	Step 1A	Step 2A	Step 3A	Step 4A	Step 1A	Step 2A	Step 3A	Step 4A
	1B	2B	3B	4B	1B	2B	3B	4B	1B	2B	3B	4B	1B	2B	3B	4B	1B	2B	3B	4B
Swim, Asst. (G)	1819	2122	2436	2786	2501	2917	3349	3831	2551	2976	3416	3908	2602	3035	3485	3986	2654	3096	3554	4065
Swim, Modified Comb.	1667	1952	2235	2560	2017	2362	2704	3097	2057	2409	2759	3159	2098	2457	2814	3222	2140	2506	2870	3287
Tennis (B&G)	2002	2291	2591	2974	2819	3225	3649	4187	2876	3290	3722	4271	2933	3356	3796	4356	2992	3423	3872	4443
Track, Varsity (B&G)	2786	3252	3726	4262	3232	3772	4322	4944	3297	3847	4408	5043	3363	3924	4496	5144	3430	4003	4586	5247
Track, Asst. (B&G)	2091	2447	2807	3197	2405	2814	3228	3677	2453	2871	3292	3750	2502	2928	3358	3825	2552	2987	3425	3902
Track, Indoor Comb.	2754	3213	3680	4209	3140	3662	4195	4798	3203	3736	4279	4894	3267	3810	4365	4992	3332	3886	4452	5091
Track, Asst. Indoor Comb.	2354	2748	3137	3592	2448	2858	3263	3735	2497	2915	3328	3810	2547	2973	3395	3886	2598	3033	3463	3964
Track, Modified (B&G)	1667	1952	2235	2560	2017	2362	2704	3097	2057	2409	2759	3159	2098	2457	2814	3222	2140	2506	2870	3287
Volleyball, V (B&G)	2628	3070	3515	4028	3477	4058	4649	5319	3547	4139	4742	5425	3617	4222	4837	5534	3690	4306	4934	5645
Volleyball, JV (B&G)	2004	2339	2687	3078	2635	3084	3537	4028	2688	3146	3608	4109	2741	3209	3680	4191	2796	3273	3753	4275
Wrestling, V (B)	3687	4199	4751	5405	3982	4535	5132	5838	4062	4626	5234	5955	4143	4718	5339	6074	4226	4813	5446	6195
Wrestling, Asst. (B)	2740	3192	3658	4185	2849	3320	3804	4352	2906	3386	3880	4439	2965	3454	3958	4528	3024	3523	4037	4619
Wrestling, Modified	1667	1952	2235	2560	2017	2362	2704	3097	2057	2409	2759	3159	2098	2457	2814	3222	2140	2506	2870	3287
Weight Training / Season	1139	1299	1471	1675	1310	1494	1691	1926	1336	1524	1725	1965	1363	1554	1760	2004	1390	1585	1795	2044
Faculty Manager	8042				10777				10992				11212				11436			

APPENDIX B
INTERSCHOLASTIC ATHLETICS COACHING SCHEDULE

<u>Interscholastic Proctors</u>	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
Head Football Proctor, Head Basketball Proctor	69.40	70.75	72.20	73.60	75.00
Football – Proctor/Tickets, Hockey (B&G) & Basketball (G) Proctor	48.60	49.50	50.50	51.50	52.60
JV/Varsity Basketball Proctor (B)	48.20	49.20	50.20	51.20	52.20
JV/Varsity Basketball Timer (B), Basketball Timer (G)	52.50	53.60	54.70	55.70	56.90
Modified Basketball Proctor (B)	37.40	38.20	38.90	39.70	40.50
Modified Basketball Timer (B)	44.60	45.50	46.40	47.30	48.20
Wrestling Timer	52.50	53.60	54.70	55.70	56.90
Head Wrestling Proctor	60.20	61.40	62.60	63.90	65.10
Middle School – Proctor, Timer	34.70	35.40	36.10	36.80	37.50

Two year interval between steps.

Promotion to a higher step may be withheld only if the coach has received an unsatisfactory evaluation.

An approved leave does not interrupt continuity of service.

If a person returns to coaching after his/her continuous service has been interrupted for reasons other than approved leave, the salary step on which he/she returns shall be determined by the Director of Athletics and the Assistant Superintendent for Human Resources. After 15 years of coaching in the Williamsville School District, a coach will receive a career increment of 10% of his highest coaching salary.

Changes in length of season of any sport (mandated by the State, Section or League) will result in a proportional change in the stipend.

APPENDIX C

Teacher Salary Schedule 2006-2011

Step	2006-07		2007-08		2008-09		2009-10		2010-11	
	MA	BA	MA	BA	MA	BA	MA	BA	MA	BA
1	\$40,000	\$38,000	\$40,500	\$38,475	\$41,000	\$38,950	\$41,500	\$39,425	\$42,000	\$39,900
2	\$41,500	\$39,425	\$42,000	\$39,900	\$42,500	\$40,375	\$43,000	\$40,850	\$43,500	\$41,325
3	\$42,000	\$39,900	\$43,400	\$41,230	\$44,500	\$42,275	\$45,000	\$40,613	\$46,000	\$43,700
4	\$43,750	\$41,563	\$44,250	\$42,038	\$45,500	\$43,225	\$47,000	\$44,650	\$48,250	\$45,838
5	\$46,000	\$43,700	\$46,750	\$44,413	\$47,250	\$44,888	\$48,500	\$46,075	\$51,000	\$48,450
6	\$48,500		\$49,400		\$50,000		\$50,250		\$52,000	
7	\$51,750		\$52,200		\$52,500		\$53,500		\$54,500	
8	\$55,000		\$55,500		\$56,000		\$56,750		\$58,000	
9	\$58,600		\$59,000		\$59,500		\$60,350		\$61,750	
10	\$62,000		\$62,500		\$63,000		\$64,250		\$65,000	
11	\$66,700		\$67,000		\$67,250		\$67,750		\$68,000	
12	\$72,450		\$72,500		\$72,500		\$72,500		\$73,000	
13	\$76,000		\$76,000		\$76,000		\$76,000		\$76,500	
14	\$78,000		\$78,500		\$79,000		\$79,250		\$79,750	
15	\$80,000		\$81,250		\$81,500		\$82,000		\$82,750	
16	\$81,500		\$82,900		\$84,575		\$86,100		\$87,550	

Post-master's approved graduate hours earned prior to August 31, 2006 shall be paid at the rate of \$395 per six (6) hour block.

Post-master's approved graduate hours earned after August 31, 2006 shall be paid at the rate of \$410 per six (6) hour block.

Teachers with an earned doctorate in their Part 30 tenure area from an accredited institution of higher learning shall receive an additional stipend as follows: 2006-07 \$1082; 2007-08 \$1104; 2008-09 \$1126; 2009-10 \$1149; 2010-11 \$1172.

APPENDIX C
BA Transitional Schedule

[Applies Only to Members Employed as of August 31, 2006]

Step	2006-07	2007-08	2008-09	2009-10	2010-11
1	\$38,000	--	--	--	--
2	\$40,217	\$39,900	--	--	--
3	\$40,999	\$42,059	\$42,275	--	--
4	\$42,480	\$43,196	\$44,094	\$44,650	--
5	\$43,403	\$45,393	\$46,124	\$47,001	\$48,450
6	\$44,266	\$46,608	\$48,548	\$49,055	\$50,398
7	\$45,590	\$47,643	\$49,535	\$51,949	\$53,205
8	\$46,521	\$48,895	\$51,111	\$53,547	\$56,318
9	\$47,043	\$49,903	\$52,420	\$55,082	\$58,264
10	\$47,050	\$50,176	\$53,286	\$56,603	\$59,329

Plus Graduate Hours at \$330 per Block of Six.

APPENDIX C

Occupational Therapist/Physical Therapist Salary Schedule

<u>Step</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
1	\$34,200	\$34,400	\$34,750	\$35,000	\$35,500
2	\$35,500	\$36,000	\$36,250	\$36,500	\$36,750
3	\$37,000	\$37,250	\$37,500	\$37,750	\$37,750
4	\$38,500	\$38,700	\$39,000	\$39,250	\$39,250
5	\$40,000	\$40,250	\$40,500	\$40,750	\$40,750
6	\$41,500	\$41,750	\$42,000	\$42,250	\$42,250
7	\$43,250	\$43,500	\$43,500	\$43,750	\$43,900
8	\$45,500	\$45,600	\$45,650	\$45,700	\$45,750
9	\$47,000	\$47,300	\$47,500	\$47,500	\$47,750
10	\$48,500	\$48,800	\$49,000	\$49,250	\$49,500
11	\$50,000	\$50,300	\$50,500	\$50,750	\$50,750
12	\$52,000	\$52,300	\$52,500	\$52,750	\$52,750
13	\$53,500	\$53,800	\$54,250	\$54,500	\$55,000
14	\$55,200	\$55,600	\$55,750	\$56,000	\$56,500
15	\$56,600	\$57,400	\$57,750	\$58,000	\$58,500
16	\$58,400	\$59,300	\$61,025	\$62,650	\$65,075

Nurse Salary Schedule

<u>Step</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
1	\$28,688	\$30,648	\$31,608	\$32,568	\$33,528
2	\$30,053	\$31,073	\$33,093	\$34,113	\$35,133
3	\$31,418	\$32,498	\$33,578	\$35,658	\$36,738
4	\$32,782	\$33,922	\$35,062	\$36,202	\$38,342
5	\$34,141	\$35,341	\$36,541	\$37,741	\$38,941
6	\$35,186	\$36,766	\$38,026	\$39,286	\$40,546
7	\$36,603	\$37,923	\$39,563	\$40,883	\$42,203
8	\$38,075	\$39,454	\$40,834	\$42,534	\$43,914
9	\$39,602	\$41,042	\$42,482	\$43,922	\$45,682
10	\$41,189	\$42,689	\$44,189	\$45,689	\$47,189
11	\$44,404	\$45,500	\$46,500	\$47,500	\$49,060

Nurses with a BA degree will receive a \$500 annual stipend.

APPENDIX C

Teacher Assistant Salary Schedule

<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
\$24,321	\$25,282	\$26,281	\$27,319	\$28,398

Nurse Practitioner Salary Schedule

<u>Step</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
1	\$28.86	\$30.00	\$31.19	\$32.42	\$33.70
2	\$29.86	\$31.04	\$32.27	\$33.54	\$34.86
3	\$30.91	\$32.13	\$33.40	\$34.72	\$36.09
4	\$32.00	\$33.26	\$34.57	\$35.94	\$37.36
5	\$33.13	\$34.44	\$35.80	\$37.21	\$38.68

Certified Occupational Therapist Assistant Salary Schedule

<u>Step</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
1	\$12.95	\$12.96	\$13.00	\$13.25	\$13.50
2	\$13.48	\$13.50	\$13.55	\$13.75	\$14.00
3	\$14.06	\$14.07	\$14.15	\$14.25	\$14.50
4	\$14.64	\$14.65	\$14.70	\$14.75	\$15.00
5	\$15.23	\$15.25	\$15.30	\$15.50	\$15.75
6	\$15.83	\$15.85	\$15.90	\$16.00	\$16.25
7	\$16.44	\$16.46	\$16.50	\$16.75	\$17.00
8	\$17.07	\$17.09	\$17.25	\$17.50	\$17.75
9	\$17.70	\$17.74	\$18.00	\$18.25	\$18.50
10	\$18.34	\$18.40	\$18.50	\$18.75	\$19.00
11	\$18.97	\$19.06	\$19.25	\$19.50	\$19.75
12	\$19.60	\$19.72	\$19.81	\$20.01	\$20.25
13	\$20.24	\$20.38	\$20.50	\$20.60	\$20.80
14	\$20.86	\$21.04	\$21.18	\$21.31	\$21.41
15	\$21.50	\$21.69	\$21.87	\$22.02	\$22.15
16	\$22.13	\$22.35	\$22.65	\$23.55	\$24.48

APPENDIX D

Grievance Form

NOTE: Fill out in triplicate. Give one copy to Building Principal or appropriate administrator, and one copy to Association Building Representative. Retain one copy.

TO: (Administrator's Name): _____

GRIEVANT'S NAME*: _____

BUILDING: _____

GRADE OR SUBJECT: _____

(1) What action did the District take or fail to take the grievant is complaining of?

(2) When did this act or failure to act occur? _____

(3) What provision(s) of the Agreement did this act or failure to act violate? _____

(4) What action does the grievant want the District to take to correct the situation?

Grievant's Signature: _____

Date Grievance Submitted: _____

*If there is more than one grievant, each must sign and give the same information on an attached sheet.

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